

# Exhibit “E”

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return filed document to:  
 Unisearch, Inc.  
 PMB 232, 2545 Hilliard-Rome Rd  
 Hilliard, OH 43026  
 Phone: 614-853-3355

**AL ESTATE****200504110066896**

Pgs: 8 \$20.00 T2005027259  
 04/11/2005 1:52PM ND  
 Robert G. Montgomery  
 Franklin County Recorder

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**CROSSWOODS COMMONS SHOPPING CENTER COLUMBUS, OH. LIMITED PARTNERSHIP**

OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 270 COMMERCE DRIVE	CITY ROCHESTER	STATE NY	POSTAL CODE 14623
			COUNTRY USA

1d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	1f. JURISDICTION OF ORGANIZATION DELAWARE	1g. ORGANIZATIONAL ID #, if any 3545082	<input type="checkbox"/> NONE
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
			COUNTRY

2d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>LEHMAN BROTHERS BANK, FSB</b>	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME	CITY WILMINGTON	STATE DE	POSTAL CODE 19801
			COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSOR/LESSOR	CO-SIGNER/CO-SIGNOR	BAILEE/BAILO	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
FRANKLIN						

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)  
 UCCNAT-3/14/01 CTSys.com Online

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME <b>CROSSWOODS COMMONS SHOPPING CENTER COLUMBUS, OH, I</b>		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID #: SSN OR EIN	ADD. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ item to be put in or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years  
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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 NATUCCI - 3/4/01 C.T. System Online

SCHEDULE A TO UCC FINANCING STATEMENT

CROSSWOODS COMMONS SHOPPING  
CENTER COLUMBUS, OH. LIMITED  
PARTNERSHIP,  
as Debtor  
and  
LEHMAN BROTHERS BANK, FSB,  
as Secured Party

All of Debtor's right, title and interests in and to the following property (collectively, the "Property") located upon or used in connection with the real property described in Exhibit A attached hereto and made a part hereof (the "Land"):

(a) the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(b) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) all furnishings, machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(d) all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues (including, but not limited to, any payments made by tenants under the Leases in connection with the termination of any Lease,

issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors");

(f) all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases and beneficiary under all Lease Guaranties;

(g) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(m) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and

(n) any and all other rights of Debtor in and to the items set forth in items (a) through (m) above.

Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the Open-End Mortgage and Security Agreement, dated as of April 7, 2005 (the "Security Instrument"), by the Debtor to the Secured Party. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SSL-DOCS1 1548915v1

**EXHIBIT "A"**  
(Legal Description)

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2, Township 2, Range 18, United States Military Lands, and being a 4.154 acre tract out of an original 41.347 acre tract deeded to High Cross Associates, L.L.C., in Deed Volume 33944, Page B15, Records Office, Franklin County, Ohio, (all deed and plat reference made being to said Recorder's Office, unless otherwise noted), said 4.154 acre tract being more particularly described as follows:

Beginning FOR COMMENCEMENT at the centerline intersection of High Cross Boulevard (60' R/W) and Hutchinson Avenue (60' R/W), referenced by a PK nail found (0.08 feet North, 0.06 feet West);

Thence along the centerline of said Hutchinson Avenue, following the arc of a curve to the right, 279.54 feet, having a central angle of  $32^{\circ} 01' 58''$ , a radius of 500.00 feet, and a chord bearing North  $77^{\circ} 09' 08''$  East, 275.91 feet to a PK nail found at the point of tangency;

Thence continuing along said centerline of Hutchinson Avenue, South  $86^{\circ} 49' 53''$  East, 75.31 feet to a point in said centerline;

Thence leaving said centerline of Hutchinson Avenue, North  $03^{\circ} 10' 07''$  Seconds East, 30.00 feet to 5/8" rebar set in the north right-of-way line of said Hutchinson Avenue and in the south line of said original 41.347 acre tract, and being the southwest corner of a 20.232 acre tract deeded to B&G Realty, Inc., Instrument No. 199 708290082274, also the southeast corner of herein described 4.154 acre tract, the TRUE POINT OF BEGINNING;

Thence along the north right-of-way line of said Hutchinson Avenue and said south line of original 41.347 acre tract, North  $86^{\circ} 49' 53''$  West, 75.31 feet to a 5/8" rebar set, replacing a bent 3/4" pipe with a yellow plastic cap marked "EM&T" found at the point of curvature;

Thence continuing along the north right-of-way line of said Hutchinson Avenue and said south line of original 41.347 acre tract, following the arc of a curve to the left 232.74 feet, having a central angle of  $25^{\circ} 09' 39''$ , a radius of 530.00 feet, and a chord bearing South  $80^{\circ} 35' 18''$  West, 230.88 feet to a 5/8" rebar set at the point of reverse curvature at the intersection with the east right-of-way of High Cross Boulevard;

Thence leaving the north right-of-way line of Hutchinson Avenue, crossing said original 41.347 acre tract, along the said east right-of-way line of High Cross Boulevard; following the arc of a curve to the right 53.05 feet, having a central angle of  $101^{\circ} 20' 20''$ , a radius of 30.00 feet, and a chord bearing North  $61^{\circ} 19' 22''$  West, 46.40 feet to a 5/8" rebar set at the point of curvature;

Thence continuing along the said east right-of-way line of High Cross Boulevard, following the arc of a curve to the right 41.82 feet, having a central angle of  $14^{\circ} 04' 49''$ , a radius of 170.19

(Continued)



Exhibit "A" (Continued)

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feet, and a chord bearing North 03° 36' 48" West, 41.72 feet to a 5/8" rebar set, replacing a bent 3/4" pipe with a yellow plastic cap marked "EMH&T" found at the point of tangency;

Thence continuing along the said east right-of-way line of High Cross Boulevard, North 03° 26' 06" East, 210.20 feet to a 5/8" rebar set, replacing a bent 3/4" pipe with a yellow plastic cap marked "EMH&T" found;

Thence continuing along the said east right-of-way line of High Cross Boulevard, following the arc of a curve to the left 159.04 feet, having a central angle of 30° 22' 27", a radius of 300.00 feet, and a chord bearing North 11° 45' 08" West, 157.18 feet to a 3/4" pipe with a yellow plastic cap marked "EMH&T" found at the point of tangency;

Thence continuing along the said east right-of-way line of High Cross Boulevard, North 26° 56' 21" West, 150.43 feet to a point of curvature, reference by a 3/4" pipe with a yellow plastic cap marked "EMH&T" found (North 0.07 feet, West 0.09 feet);

Thence continuing along the said east right-of-way line of High Cross Boulevard, following the arc of a curve to the right 34.43 feet, having a central angle of 04° 11' 52", a radius of 470.00 feet, and a chord bearing North 24° 50' 25" West, 34.43 feet to a 5/8" rebar set in said right-of-way;

Thence leaving said right-of-way of High Cross Boulevard, crossing said 41.347 acre tract, South 86° 49' 53" East, 351.59 feet to a mag nail set in the west line of said 20.232 acre tract deeded to B&G Realty, Inc.;

Thence along the west line of said 20.232 acre tract, South 03° 09' 54" West, 203.78 feet to a mag nail set;

Thence continuing along the west line of said 20.232 acre tract, South 86° 49' 53" East, 127.00 feet to a 1/4" diameter drill hole made in concrete walk;

Thence continuing along the west line of said 20.232 acre tract, South 03° 10' 07" West, 330.00 feet to the TRUE POINT OF BEGINNING, containing 4.154 acres.

Basis of bearings are based on the same meridian as the bearing of the centerline of Hutchinson Avenue (South 86° 49' 53" East), of record in Plat Book 62, Page 53 and Plat Book 64, Page 100.

(Continued)



Exhibit "A" (Continued)

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Together with easements appurtenant to the above described property as are established by the instrument entitled "Easements with Covenants and Restrictions Affecting Land", recorded as Instrument Number 199708290082274, among the Franklin County Records.

Together with easements established by the Sign Easement Agreement between High Cross Associates, L.L.C., and B & G Realty, Inc., dated August 29, 1997 and recorded August 29, 1997 in Instrument Number 199708290082151 of the Franklin County Records.

(End of Exhibit "A")